# SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

## TABLE OF CLAUSES


**A. General**

1. Scope of Tender
2. Eligible Tenderers
3. Qualification of the Tenderer
4. One Tender per Tenderer
5. Cost of Tendering
6. Site Visit

**B. Tender Documents**

7. Content of Tender documents
8. Clarification of Tender Document
9. Amendment of Tender documents

**C. Preparation of Tenders**

10. Documents comprising the Tender
11. Tender prices
12. Tender validity
13. Earnest Money Deposit
14. Format and signing of Tender

**D. Submission of Tenders**

15. Sealing and marking of Tenders
16. Deadline for submission of Tenders
17. Late Tenders
18. Modification and Withdrawal of Tenders

**E. Tender Opening and Evaluation**

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20. Opening of Second Cover Tenders of qualified Tenders and evaluation
21. Process to be confidential
22. Clarification of Tenders
23. Examination of Tenders and determination of responsiveness
24. Correction of errors
25. Evaluation and comparison of Tenders

**F. Award of contract**

26. Award criteria
27. Employer's right to accept any Tender and to reject any or all Tenders
28. Notification of award and signing of Agreement
29. Security deposit
30. Advance payment and Security
31. Corrupt or Fraudulent Practices

# A. General

## 1. Scope of Tender:

1.1 The **Chief Engineer Ele., BRAZ, BESCOM, Bangalore-560010** on behalf of Bangalore Electricity Supply Company Limited, invites tender from eligible tenderers for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tender for the works detailed in the table given in IFT.

The scope of the proposal shall be Supply, Erection, Testing and Commissioning of the work of ***"Creation of necessary Electrical Infrastructure for Providing Street Light/ metering along with Timer Switch under item wise unit rate fixed contract on percentage quoting Basis under Partial Turn Key (BESCOM will supply ACSR Rabbit Conductor) in rural areas of 08 feeders of KOLAR URBAN sub-division, KOLAR division , BESCOM."***

1.2 **(A) PROJECT DESCRIPTION:**

a. Street light is necessary civic amenity where there is gathering/movement of public in thickly populated areas / at rural areas where there is common movements by the people/public / at highways where there are lot of vehicle movements and any junction of the roads.

b. At present, the streetlights are connected directly to the LT distribution network without proper metering and switching mechanisms. This arrangement leads to unaccounted energy consumption, as there is no provision to record or control the energy used for street lighting. Additionally, the absence of a centralized control system results in operational inefficiencies, such as lights remaining ON during daytime or not functioning properly at night, causing both energy wastage and public inconvenience.

c. This project is envisaging for Creation of necessary Electrical Infrastructure for Providing Street Light/ metering along with Timer Switch under item wise unit rate fixed contract on percentage quoting

Basis under Partial Turn Key (BESCOM will supply ACSR Rabbit Conductor) in rural areas with an objective ensure accountability in energy consumption and facilitate accurate billing and budgeting for local bodies.

**(B) NATURE OF WORKS**:

- Providing of meters to existing street lights point along with timer switch.
- Extension of the switch phase wire along with meter and timer switch wherever, there is LT distribution line without switch phase.
- Extending the LT Street light wire with neutral and provide meter and timer switch wherever there is no LT distribution line.

**(C) PROJECT BENEFITS:**

1. Ensure accountability in energy consumption,
2. Enable timely maintenance and control (such as switching operations),
3. Prevent wastage of energy due to lights remaining ON during daytime,
4. Facilitate accurate billing and budgeting for local bodies.

**(B) DETAILS OF PROJECT PROPOSAL:**

| Name of the Sub-division | No of Meter control points proposed | Extension of LT Line (conductor length in Km's) | Amount Put to tender in Rupees (Excluding GST) |
|---|---|---|---|
| **KOLAR URBAN** | **120+43** | **103.90** | **Rs. 40,68,103/-** |

***Note:*** ***The quantum of infrastructure to be created is provisional and may vary as per the field conditions.***

1.3 The scope of the work under this tender is for **"Creation of necessary Electrical Infrastructure for Providing Street Light/ metering along with Timer Switch under item wise unit rate fixed contract on percentage quoting Basis under Partial Turn Key (BESCOM will supply ACSR Rabbit Conductor) in rural areas of 08 feeders of KOLAR URBAN sub-division, KOLAR division, BESCOM."** as per the technical specifications and other terms & conditions as specified in the bid documents and nature of works as detailed in 1.2 above:

The salient features of the scope include, but not limited to the following:

I. Overall project management, coordination.

II. The Successful Bidder needs to prepare the site survey report and BOQ (Bill of Quantities) based on the estimation prepared by the Engineer in charge as per actual for execution of work.

III. The concerned Executive Engineer, BESCOM shall validate, verify and approve the work estimate and necessary work award/work order will be issued.

IV. Based on the approved estimate and finalized BOQ, the Successful Bidder shall source the materials under the scope **from the BESCOM approved vendors as per IS/IEC/BESCOM approved specifications**.

V. **BESCOM will supply required quantity of Rabbit ACSR Conductor for the works from the respective divisional store. The loading & un-loading and transportation of the Rabbit ACSR conductor from BESCOM divisional store to works spot is in the scope of the successful bidder.**

VI. **The Contractor shall establish a store for storage of materials within the jurisdiction of the awarded area for easy transportation of materials to the work spot.**

VII. Except the BESCOM supplied equipment's/materials, all other equipment's/materials shall be supplied by the successful bidder in accordance with the work's requirement from time to time. The Packing and Transportation of Equipment's/Materials from the Manufacturer's Works to the Site, Unloading, Storing, Handling and Moving into the final position, Erection, Installation, Testing, Commissioning and successful Commercial operation of lines/DTs shall be in the Scope of the successful bidder.

VIII. Preparation of fabrication drawings for line hardware materials and GTP for poles, Insulators etc., as per BESCOM/IS specifications shall be submitted to Chief Engineer (Ele.), BRAZ, BESCOM along with the copy of BESCOM approved vendor for approval.

IX. **After approval of the fabrication drawings and GTP, the materials shall be manufactured, supplied and installed.**

X. The successful bidder can mobilize the materials in advance based on the tentative requirements of the work from time to time in order to avoid any delay in execution of the work. Any material already supplied but not required for the work shall be taken back by the successful bidder. The payment will be made only for the quantities in-line.

XI. Based on the approved estimates and finalized BOQ, the Successful Bidder shall carry out the execution of the works. **If any discrepancy is noticed in approved estimates/sketches or deviation of line route if found necessary at the time of execution due to various reasons, shall be executed as per the instructions from the concerned Executive Engineer of the division.**

XII. Construction Environmental, Health & safety plan as per standards shall be adopted while execution of works.

XIII. Any injury or loss to the life of human being/animals or damages to any Government/private property during the execution of work shall be on the account of successful bidder and has to make good the damages. Claims arising out of injury or loss to the life or damages shall have to be borne and settled by the successful bidder.

XIV. It is the responsibility of the successful bidder to carry out work in safe manner and at most utilization of safety equipment's.

XV. **The successful bidder has to abide by the prevailing standard safety policy.** All necessary approvals of the concerned authorities are to be obtained before execution of the works by the successful bidder and necessary assistance will be rendered by the owner.

XVI. All **statutory clearances / Right of Way (RoW) issues**, wherever required, shall be **arranged and obtained by the successful Bidder**. The **statutory fees payable towards Electrical Inspectorate charges** shall be **borne by BESCOM**, **if any**.

XVII. **The equipment's / materials supplied by the successful agency should be guaranteed for satisfactory performance as per the Defect Liability Period Clause of the bid document.**

XVIII. The list of materials required for the works under the contract is tabulated in the Schedule-12 of Techno-commercial sheet. The work shall be

executed in most economical and safe way as per the prevailing standards and any deviation from the standard practices; necessary approval from competent authority is to be obtained.

XIX. The quantities of materials mentioned in the schedule are unit basis and to be executed by the successful contractor based on the approval of the estimate & BOQ valued at the rates approved by the BESCOM as per the terms and conditions of the contract.

XX. **Any equipment's/materials which are not included in the price schedule of supply and erection part of the contract, but required to complete the work shall be carried out by the successful bidder on recommendation of the Engineer-in-charge as well as approval from the Chief Engineer Ele., BRAZ, BESCOM at prevailing SR rate + approved tender premium +GST and shall be considered to be included in the scope of the work.**

XXI. The **quantum of works** indicated in the Schedule is **provisional** and is provided only to establish a **common basis for bidding**. The **basis of payment** shall be the **actual quantities of materials ordered and works executed**, as **measured by the Contractor** and **verified and certified by the Engineer in charge of the work**, along with the **third-party PMC (appointed by BESCOM)**, and **valued at the rates per unit** at which the **work award/order is issued**.

XXII. All released materials, **if any**, shall be returned to the respective Divisional Store.

XXIII. **Unutilized BESCOM-supplied ACSR Rabbit Conductor** shall be **returned to the BESCOM store**. Failing which, the **equivalent amount shall be deducted from the bills** at the **BESCOM purchase cost**.

## 2 Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The bidder should possess valid 1) ESI registration, 2) EPF registration number, 3) PAN and 4) GST registration issued by the respective competent authorities of the concerned department.

**The bidder should upload valid original scanned copy of 1) ESI registration, 2) EPF registration number, 3) PAN and 4) GST registration issued by the respective competent authorities of the concerned department.**

2.4 The bidder should possess valid Registration Certificate of Establishment _FORM C (Labour License) issued by the respective competent authorities of the Labour department.

**The bidder should upload original scanned copy of Registration Certificate of Establishment _FORM C (Labour License) issued by the respective competent authorities of the Labour department.**

2.5 The bidder should possess valid Class-1/ Super grade Electrical Contractor's License issued by the Chief Electrical Inspectorate, Government of Karnataka by the bidders. In case of non-holding of Electrical Contractor's License issued by the Chief Electrical Inspectorate Government of Karnataka, the bidders should upload the Valid Electrical license issued by the competent authorities of the respective State Government in the KPP portal. Such bidders shall apply for the Class-1/ Super grade Electrical Contractor's License from the Chief Electrical Inspectorate, Government of Karnataka and submit the same within 30 days from the date of issue of Letter of Intent (LOI), failing which the contract will be cancelled and action will be initiated as per tender condition.

**The bidder should upload the valid Class-1/ Super grade Electrical Contractor's License issued by the Chief Electrical Inspectorate, Government of Karnataka or Valid Electrical license issued by the competent authorities of the respective State Government.**

## 3 Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 The below Prequalification conditions (Technical Requirements and Financial Requirements) are mandatory and are also required to be fulfilled by the bidders. Pre-Qualifying requirements for the tender is as below:

| Sl. No | Qualifying Requirements | Documents to be uploaded |
|---|---|---|
| 1 | The Bidder should be in existence as any of the following:<br><br>a) **Company incorporated in India under the Companies Act, 1956/2013** including any amendment thereto;<br>**LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008** including any amendment thereto;<br>**Partnership Firm** under Partnership Act, 1932 in India;<br>d) **Sole Proprietorship** Concern | 1) Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company.<br>2) Declaration from Directors of the Company in MBP-1 Form, stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s).<br>3) Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008.<br>4) Limited Liability Partnership Agreement of LLP.<br>5) Partnership Deed, GST Registration Certificate.<br>6) Shops & Establishment Registration Certificate, as applicable.<br>7) PAN/GST Registration Certificate |
| 2 | The bidder should have satisfactorily completed the works involving **11 kV lines (OH/UG) or LT lines (OH/UG) or Erection of Distribution Transformers or any combination thereof** , either on Total Turnkey (TTK) basis or Partial Turnkey (PTK) basis or through self-execution for any DISCOMs/ **Govt. Departments including Public sector undertakings (PSUs) during the last Five Financial Years (i.e., FY 2020-21 to 2024-25)** as on the date of Bid Submission.<br><br>The value of such completed works shall not be less than **25% of the Amount Put to Tender. (Rs. 10.17 lakh)**<br>***Note:***<br>1. ***The value of the completed works shall be given a weight of 10% per year to bring them to the price*** | In case of Total turnkey (TTK) or Partial turnkey (PTK) the following documents shall be uploaded :<br>a) Copy of Detailed work award(s) (DWA)/Work Award(s), as applicable.<br><br>b) Work completion certificate(s) issued by the respective Authority that invited the Tender for the work(s) in case of BESCOM, and for other utilities, by an officer not below the rank of Executive Engineer or equivalent, or by the authority that issued the work award(s) of the concerned DISCOMs/ Govt. Departments including Public sector undertakings (PSU's), as applicable.<br><br>In case of Self-Execution works, the following documents shall be uploaded:<br>Self-Execution intimation letter (s) issued by the DISCOM's/Govt. Departments including PSU's.<br>Joint inventory report (s).<br>Approval copy from the Electrical Inspectorate for commissioning of the said work(s). |

| | | |
|---|---|---|
| | ***level of the FY in which the tenders are invited i.e., FY 2025-26.***<br>2. ***Work carried out under sub-contract will not be considered.***<br>***3. For the assessment, the date of completion will be considered.***<br>**4.** ***Self-Execution means the work(s) executed on behalf of the consumer/applicant by an authorized contractor under the supervision of the DISCOM's/Govt. departments including PSU's.*** | Work completion certificate (s) issued by the officer who issued the Self-Execution intimation of the concerned DISCOM's/ Govt. Departments including Public sector undertakings (PSU's). The certificate(s) shall clearly mention the name of the contractor who executed the work(s) on behalf of the consumer/applicant. |
| **3** | The bidder should have achieved in **at least One financial year during the last Five years (i.e., FY 2020-21 to FY 2024-25),** a minimum financial turnover of Rs **40.68 lakh (Usually not less than the *amount put to tender*).**<br><br>Note: **Updated to FY 2025-26. The financial turnover shall be given a weight of 10% per year to bring them to the price level to FY 2025-26.** | Copies of the audited Annual Accounts statements such as P&L statement, Balance sheets for the respective FYs shall be uploaded. |
| **4** | Bidders who meet the above-specified minimum qualifying criteria, **will only be qualified, if their available tender capacity is more than the total tender value**. The available tender capacity will be calculated as under:<br>Assessed available tender capacity = (A*N*5 - B)<br><br>**Where,**<br>A = Maximum value of works executed in any one year during the last five years (i.e., from FY 2020-21 to FY 2024-25) (updated to FY 2025-26 price level) taking into account the completed as well as works in progress.<br><br>N = Number of years prescribed for completion of the works for which tenders are invited. i.e, N=1.<br>B = Value, at FY-2025-26 price level, of existing commitments and on-going works to be completed during the next 1 year. | Copy of the **statement of total value executed and payment received in the last five years (FY 2020-21 to FY 2024-25)** as per the format in the bid document **duly certified by the Chartered Account along with affixing the UDIN** shall be uploaded**.**<br><br>Copy of the statements showing the **value of existing commitments and on-going works** as well as the stipulated period of completion remaining for each of the works as per the format prescribed in the bid document. The statement shall be certified by the Employer in charge, not below the rank of an Executive Engineer or equivalent of the concerned utility shall be uploaded.<br><br>**The bidder shall note that the value of pendency of work should be considered based on financial progress achieved in the particular work as on the date of bid submission.** |

| | | |
|---|---|---|
| **5** | Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:<br>i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;<br>and/or<br>ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;<br>and/or<br>iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.<br>and/or<br>iv) Blacklisted due to non-performance in execution of works by any DISCOMs/ Public sector undertakings (PSU's)/Govt. departments as on date of bid submission.<br>and/or<br>v) Defaulted/short closed due to non-performance in execution of works against the order placed by any DISCOMs/ Public sector undertakings (PSU's)/Govt. departments as on date of bid submission. | **Copy of the self-declaration on notarized stamp paper of Rs.500/-** as per the format in the bid document shall be uploaded.<br><br>**The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.** |

| | | |
|---|---|---|
| **6** | Any Bidder from a country, which shares a land with India, will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)<br>A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format.<br>***"I have read the clause regarding restrictions on procurement from a Bidder of a country, which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"*** | **Copy of the self-declaration on notarized stamp paper of Rs.500/-** as per the format in the bid document shall be uploaded.<br>If the Bidder from a country which shares a land with India, Registration certificate issued by the competent authority shall be uploaded.<br>**The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.** |
| **7** | If the bidder **participates in more than One Tender Enquiry** under the Notification Inviting Tender (NIT) issued by the particular tender inviting authority for the work of providing Electrical infrastructure to the Street lights, the bidder must **demonstrate the aggregate of the Technical and Financial qualifying criteria** of all the tender enquiries participated in.<br>***Note:*** *If this condition is not met, the offer of the bidder will be considered to the tender enquiries in the descending order of contract value starting with the highest amount put to tender for which the bidder is eligible*. | |
| **8** | The bidder should upload valid original scanned copy of<br>1) ESI registration,<br>2) EPF registration number,<br>3) PAN and<br>4) GST registration | Upload valid original scanned copies |

| | | |
|---|---|---|
| | issued by the respective competent authorities of the concerned department. | |
| **9** | The bidder should upload original scanned copy of Registration Certificate of Establishment _FORM C (Labour License) issued by the respective competent authorities of the Labour department. | Upload valid Form 'C' certificate |
| **10** | The bidder should upload the valid Class-1/ Super grade Electrical Contractor's License issued by the Chief Electrical Inspectorate, Government of Karnataka or Valid Electrical license issued by the competent authorities of the respective State Government. | Valid Class-1/ Super grade Electrical Contractor's License issued by the competent authorities of the respective State Government. |

3.4 Any bid not found to be in conformance with any of the pre-qualifying conditions will be summarily rejected and not considered for further evaluation.

**Note:** ***The bidder from a country which shares a land with India will be eligible to participate in this tender only if the bidder is registered with the Competent Authority. As per the Government Order No: FD 455 Exp-12 2020 dated: 25.08.2020, FD 455 Exp-12 2020 dated: 10.03.2021, FD 455 Exp-12 2020 dated: 29.03.2021 & FD 455 Exp-12 2020 dated: 01.04.2023 clarification - to the Clause No. (10) Above is as follows*****:**

| |
|---|
| "Bidder" for the purpose of order (including the term 'tenderer', 'Consultant', 'Vendor' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. |
| "Bidder (or entity) from a country which shares a land border with India" for the purpose of the Order means:-<br>a) An entity incorporated, established or registered in such a country; or |
| b) A subsidiary of an entity incorporated, established or registered in such a country; or |
| c) An entity substantially controlled through entities incorporated, established or registered in such a country; or |
| d) An entity whose beneficial owner is situated in such a country; or |
| e) An Indian (or other) agent of such an entity; or |
| f) A natural person who is a citizen of such a country; |

The beneficial owner for the purpose of above clause(d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

a) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

IN CASES WHERE SUB CONTRACTING IS PROVIDED:

A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

**As per circular FD 455 Exp-12 2020 dated. 10.03.2021:** A Bidder is permitted to procure the raw materials, components, sub-assemblies etc. from the vendor from countries which shares land border with India. Such vendor will not be required to be registered with the Competent authority, as this is not regarded as sub-contracting.

However incase a Bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such venders will be required to be registered with Competent authority.

**As per circular FD 455 Exp-12 2020 dated.29.03.2021** Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems from Original Equipment Manufacturers (OEM's) or their Authorized agents, shall be exempted from the requirement of registration as mandated under Government Order No: FD 455 Exp-12 2020 dated.25.08.2020.

## 4 One Tender per Tenderer:

4.1 Each Tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender will cause all the proposals with the Tenderers participation to be disqualified. – **This clause is deleted.**

## 5 Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and BESCOM will in no case be responsible and liable for those costs.

## 6 Site Visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

# B. Tender Documents

## 7 Content of Tender documents:

7.1 The set of tender documents shall have all the Sections given in the Contents.

7.2 Both the sets should be completed and returned with the tender– **This clause is deleted**

## 8 Clarification of Tender Documents:

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the BESCOM in writing or e-mail at the address indicated in the

invitation to tender. BESCOM will respond to any request for clarification which he receives before to the deadline as notified in the KPP Portal for submission of the queries.

8.1.1. Verbal clarifications and information given by the Owner or his Employee(s) or his Representative(s) shall not in any way be binding on the Owner.

8.2 **Pre-Tender Meeting:**

8.2.1. The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **"O/o Chief Engineer Ele., BRAZ, BESCOM, Bengaluru** (address of venue) on time and date mentioned in the tender document/KPP portal.

8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3. The tenderer is requested to submit any questions in writing or e-mail to reach the BESCOM not later than the deadline as notified in the KPP Portal for submission of the queries.

8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in KPPP platform and the Tenderers are advised to keep updated of the same. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the BESCOM exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

## 9 Amendment of Tender documents:

9.1 At any time after the uploading of the tender documents and before the opening of the tender, the Employer may make any changes/modifications or amendments to the tender documents and these shall be notified on the Karnataka Public Procurement Portal through issue of Addendum or

Corrigendum or Clarification and they shall form part of original tender document and the Tenderers are advised to keep updated of the same.

9.2 To give prospective Tenderers reasonable time in which to take an Addendum or Corrigendum or Clarification into account in preparing their tenders, BESCOM shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

## C. Preparation of Tenders

**10 <u>Documents comprising the Tender:</u>**

10.1 The tender submitted by the Tenderer on KPP Portal shall be in electronic document system and shall contain the documents as follows:

10.1.1 **First Electronic Document (Techno-Commercial Bid Offer):**

a) Earnest Money Deposit.
b) Qualification Information as per formats given in Section 3.
c) All other relevant documents specified in the tender documents.

10.1.2 **Second Electronic Document (Item wise Financial Bid):**

a) The Bidder shall indicate the **Percentage above or below or equal the amount put to tender in the *KPPP-portal - item wise Bid Financial Offer in turn arriving total cost of the contract.***

**Note:**

1. The Amount put to tender is excluding GST as per Finance Department Circular No: FD 417 EXP-12/2O24 Dated O9.O8.2O24.
2. While quoting, it is to be noted that the percentage to be quoted on the Amount put to tender is exclusive of GST and inclusive of Transportation, loading & un-loading and any other taxes etc.,, prevailing at the time of bidding and it is the responsibility of the Bidder to consider the correct percentage/rates and other levies on the supply & erection of the equipment's/materials prevailing at the time of bidding.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any

discounts offered for the award of more than one contract. – **This clause is deleted.**

10.3 **Language of Bid:**

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the BESCOM, shall be written in the English or Kannada Language only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern.

**11 Tender Prices/Bid Price:**

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the percentage Financial Bid submitted in ***KPPP portal - item wise Bid Financial Offer*** by the Tenderer either ***above or below or equal the amount put to tender and in turn arriving total tender/bid price.***

11.2 **In accordance with Finance Department Circular No: FD 417 EXP-12/2024 dated 09-08-2024, Bidders are required to submit their Financial Quotes excluding GST. Applicable GST on Supply of materials and Erection Works will be borne by the owner and the same will be paid separately**.

11.3 The tender/ bid price should including the cost of all material/Equipment's identified under Contractor's scope of supply of Materials, Erection, loading & un-loading, transportation & insurance, Testing and Commissioning mentioned in the Enquiry and Excluding GST.

11.4 All duties, Cess, and other levies **(Excluding GST**) payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.5 **The Prices are FIRM throughout the period of contract including extended period, if any**. In case of any changes in rates of GST, the increase in GST rates shall be absorbed by the successful bidder and any benefit due to reduction in rates of GST shall be passed on to BESCOM.

11.6 **Taxes and duties**:

11.6.1 Statutory Variation regarding increase/decrease of existing **Taxes** & Duties or introduction of a new **tax** or duty during the Contractual completion period **would be to the account of Employer.**

11.6.2 The Employer will deduct **Tax** at Source as per applicable law from the proceeds payable to the Contractor.

11.6.3 **GST registered firm having GSTIN**:

Applicable GST on Supply and Erection works under the contractor's scope has to be borne by the Employer.

11.6.4 Any tax liability that may come on the Employer (BESCOM) supplied equipment's / materials shall be borne by BESCOM.

11.6.5 As regards the Income **Tax**, Surcharge on Income **Tax** and any other Corporate **Tax,** the Owner shall not bear any **Tax** liability whatsoever. The Bidder shall be liable and responsible for Payment of such **Taxes** as mandated under the provisions of the Law.

11.6.6 No claim for any increase towards the statutory variation regarding enhancement of existing **CGST, SGST, IGST, UTGST, Custom Duties on Imports, levies, cess if any** or introduction of a new **tax** or duty applicable shall be entertained by the Owner **during the extended period of contract, if the extension of the contract is required due to the causes attributable to the contractor**.

11.6.7 Before quoting, the Bidder shall ascertain from the concerned **Tax** Authorities of Government of Karnataka/ Govt. of India, the applicability of **Customs Duties on Imports, levies, cess if any** etc., **as on the last date of** Techno-Commercial Bid Submission as notified (either original or extended) in respect of this Package and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Employer, as it is the responsibility of the Bidder to pay all these Customs Duties, levies, cess if any etc.

**Note:**

**(i)** The successful Bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. In respect of supply portion, the successful bidder shall pay all types of fees, levies, taxes, duties etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose

property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the Purchaser indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

**(ii)** In case any Refund of GST from Commercial Tax Department is availed in respect of subject work, the same shall be returned to Employer/Owner.

### 11.6.8 Building and other Construction Workers Welfare Cess:

The Building and other construction workers welfare cess act 1996, came into operation with effect from 3rd day of November 1995, the government has decided to collect cess now with immediate effect. Accordingly the government has issued order no. LD/300 LET/2006 dated 18.01.2007 & 28.02.2007.

The building & other construction workers welfare cess at the rate of 1% of the amount of **the Supply and Erection portion** of the contract as per the circular issued by BESCOM vide no: BESCOM/BC-49/GM(CT&GST)/AGM(CT&GST)/F-9/2018-19/CYS-34 Dt: 06.09.2018 consequent to the direction issued by Labour department, G.O.K, will be deducted from the bill at the time of making payment and such amount so deducted from the bill will be remitted to Karnataka State Building and other construction workers welfare board.

It is mandatory to furnish a return in form-i to the concerned assessing officer in terms of section -4 of the building & other construction workers welfare CESS act, 1996 and its rules under 1998. The concerned Contractor shall furnish the aforesaid return to the concerned assessing officer.

## 12 Tender validity:

12.1 Tenders shall remain valid for a period **not less than 180 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the BESCOM as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, BESCOM may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or E-Mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer

agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause No. 13 in all respects.

## 13 Bid Security/Earnest Money Deposit:

13.1 The Tenderer shall furnish, as part of the tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 of the Table in IFT for the particular work.

13.2 Bids shall be accompanied by **Bid Security/Earnest Money Deposit (EMD)** as follows;

13.2.1. The EMD amount of **Rs.40,681/-** can be payable in the following modes of payment provided in the KPPP Portal.

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)
- IMPS

For further detail regarding mode of e-payment of EMD in KPPP platform, contact Karnataka Public procurement cell, Government of Karnataka.
Karnataka Public Procurement portal Help Desk: Phone No: +91-8046010000, +91-8068948777
E-mail: support@eprochelpdesk.com

13.3 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for **45 days beyond the validity of the tender.**

13.4 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the BESCOM as non-responsive.

13.5 The Earnest Money Deposit of unsuccessful Tenderers will be returned within thirty days of the end of the tender validity period specified in Sub-Clause No.12.1.

13.6 The Bid Security shall be in the name of Bidder.

13.7 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security. No interest shall be payable by the owner on the above bid security.

13.8 The Earnest Money Deposit may be forfeited, besides blacklisting the firm for a period at the discretion of the BESCOM:

a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;

b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

i) Sign the Agreement; or

ii) Furnish the required Performance Security deposit

iii) Submission of Class-1/Super grade Electrical Contractor's License issued by the GoK.

13.9 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Clause No: 13.8. The Bid Security shall be made payable to the Owner without any condition whatsoever.

## 14 Format and signing of Tender:

14.1 Format of Bid:

a) The Tenders are invited through KPPP platform only.

b) The Techno- Commercial Bid consists of following:

i. Techno – Commercial Sheets

ii. Data Requirement Sheets

c) The Price Bid consists of following

b) Item-wise Financial Bid

d) A prospective Tenderer, who wishes to submit the tender, shall adopt the following procedure.

i. Bidding documents are available free of cost in the KPP Portal, however bidders are required to pay the bid processing fee as prescribed by the e-procurement service provider and Earnest Money Deposit through any of the modes of e-procurement as mentioned in the document for the respective bids. The Bidder shall enter percentage above or below or equal to the amount put to tender and there by auto calculating the bid Price for the total scope of the work in the KPPP portal item-wise financial offer and after encryption, submit the bid in the KPPP portal on or before the time and date indicated in the Notification/KPP Portal for last date for submission of bid.

ii. The BG (if any) are to be sealed in a cover and sent to Chief Engineer Ele., BRAZ, BESCOM, Bangalore, so as to reach after last submission date & on or before the date and time of opening of Techno-commercial bid as indicated in the KPPP Portal.

iii. All the Technical documents shall also be uploaded in the appropriate slots of technical bid.

14.2 **Signature of Bids:**

a) The Techno Commercial Sheets must contain the Name, Address of Residence and Place of Business of the Person or Persons making the Bid and the name of the Authorized Persons.

b) Bid by Partnership Enterprises must be furnished with Full Names of all Partners.

c) Bid by Proprietorship firm must be furnished with Full Name of Proprietor.

## D. Submission of Tenders

### 15 Sealing and Marking of Tenders:

15.1 The Tenderer shall submit the technical and financial offer in the KPP portal. The hard copy of the Bank Guarantee for EMD (if any), shall be submitted after last submission date & on or before the date and time of opening of Techno-commercial bid as indicated in the KPPP Portal, in a sealed cover, failing which their bid will not be opened.

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.

b) The Bid Enquiry number shall be super scribed on the sealed cover.

15.2 The sealed cover shall

a) be addressed to BESCOM at the following address:

**Chief Engineer (Ele), BRAZ, BESCOM, Rajajinagara, Bangalore - 560010** and

b) bear the following identification:

**"Creation of necessary Electrical Infrastructure for Providing Street Light/ metering along with Timer Switch under item wise unit rate fixed contract on percentage quoting Basis under Partial Turn Key (BESCOM will supply ACSR Rabbit Conductor) in rural areas of 08 feeders of KOLAR URBAN sub-division of KOLAR division , BESCOM.."**

- Tender Enquiry No: BESCOM/2025-26/EL/WORK_INDENT706
- DO NOT OPEN BEFORE.....[time and date for tender opening, per Clause 19]

15.3 In addition to the identification required in Sub-Clause 15.2, the envelope shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

15.4 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

## 16 Deadline for submission of the Tenders:

16.1 Bid shall be uploaded to the KPP portal on or before the last date and time for submission of Bids indicated in Notification, failing which bidders cannot submit their bids as the KPP system automatically locks the tender.

Failure in uploading the documents in time, due to any reasons is not attributable to BESCOM.

16.2 BESCOM may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and

obligations of BESCOM and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**17 Late Tenders:**

17.1 Any Tender received by BESCOM after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

**18 Modification and Withdrawal of Tenders:**

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16. –**This clause is deleted.**

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked "MODIFICATION FOR FIRST/SECOND COVER" or "WITHDRAWAL", as appropriate.- **This clause is deleted.**

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of BESCOM: pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.- **This clause is deleted.**

## E. Tender opening and evaluation

**19 Opening of Techno-Commercial Bid offer of all Tenders and evaluation to determine qualified Tenderers:**

19.1 The Techno-Commercial Bids will be opened on the Date and Time for opening of Tenders stipulated in the Invitation for Tender or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the KPP portal.

19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been

submitted pursuant to Clause 18 shall not be opened. - **This clause is deleted.**

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders. – **This clause is deleted.**

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3. – **This clause is deleted.**

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer. – **This clause is deleted.**

19.6 BESCOM will evaluate and determine whether each tender meets (a) the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. BESCOM will draw out a list of qualified and non-qualified Tenderers.

19.7 The Technical evaluation of the tenderers will be approved in the KPPP portal and responsive/non responsive of the tenderers can be viewed after technical evaluation task completed in the KPPP portal.

## 20 Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Price Bids of those Bidders who’s Techno-Commercial Bids are found Responsive will be opened after completion of Techno Commercial Evaluation. **NOTE: Price Bids of Techno Commercially Non-Responsive Bidders will not be opened.**

20.2 Envelopes marked “MODIFICATION FOR SECOND COVER” shall be opened and the submissions therein read out in appropriate detail. – **This clause is deleted.**

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as

the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening – **This clause is deleted.**

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3. - **This clause is deleted.**

## 21 Process to be confidential:

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the BESCOM for processing of Tenders or award decisions may result in the rejection of his Tender.

## 22 Clarification of Tenders:

22.1 To assist in the examination, evaluation, and comparison of Tenders, BESCOM may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by E-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by BESCOM in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact BESCOM on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of BESCOM, it should do so in writing.

22.3 Any effort by the Tenderer to influence BESCOM in the Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

## 23 Examination of Tenders and determination of responsiveness:

23.1 Prior to the detailed evaluation of Tenders, BESCOM will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, BESCOM's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by BESCOM, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**24 Correction of errors: This clause is deleted.**

**25 Evaluation and comparison of Tenders:**

25.1 BESCOM will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 For the purpose of the evaluation and comparison of Bids, the following meanings and definition will apply.

**"Bid Price"** shall mean the **total price arrived base on the percentage indicated above or below or equal to the amount put to tender** quoted by each Bidder in his proposal for the complete scope of works.

25.3 All evaluated Bid Prices of all the Bidders shall be compared among themselves to determine the Lowest Evaluated Bid and the Lowest Bid, as a result of this comparison, will be selected for the Award of the Contract if the lowest bid is found reasonable as per the GoK circular FD 128 ExP-12/2021 dated: 10.05.2022.

25.4 After evaluation of the bid, quoted percentage on the amount put to tender will be uniformly applied to the unit rate of each item of supply and labour as per CSR 2023-24 (excluding GST) under the scope of the contract, to arrive the quoted unit FORD price of individual materials/items of supply and labour part, excluding GST.

25.5 BESCOM reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for BESCOM shall not be taken into account in Tender evaluation.

25.6 The estimated effect of the price adjustment conditions under Clause-40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.7 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

## F. Award of Contract

**26 <u>Award criteria:</u>**

26.1 Subject to Clause 27, BESCOM will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3 of ITT.

26.2 In case of Award of Contract, a **Single Work Contract** covering both supply & erection portion will be issued to the successful bidder.

26.3 While awarding the contract to the successful bidder, the **approved percentage above or below, or equal to the amount put to tender** shall be **uniformly applied to the individual material/labour unit rates**

(as per **SR 2023-24**) under the scope of the contract to arrive at the **unit FORD Price of material and labour**, and thereby the **total contract price**. The **GST** will be shown **separately** on the total contract price in the DWA.

- Unit Material FORD Price means the material rate as per the SR 2023-24 + Tender premium + GST.
- Unit labour FORD Price means the labour charge as per the SR 2023-24 + Tender premium + GST.

26.4 The work awards/orders will be issued by the concerned Executive Engineer of the Division, BESCOM, on feeder wise basis duly specifying the quantum of works to be executed and period of completion against the individual work award/orders at the approved unit cost of equipment's/materials as per the terms and conditions of the Contract and in line with the estimate prepared by the Assistant Engineer / Section Officer, which is approved by the Competent Authorities of BESCOM as per Manual of Delegation of Financial Powers of BESCOM. Accordingly, the successful bidder shall execute the work.

## 27 BESCOM's right to accept any Tender and to reject any or all Tenders:

27.1 Notwithstanding Clause No. 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## 28 Notification of award and signing of Agreement:

28.1 The Tenderer whose Tender has been accepted will be notified of the award by BESCOM prior to expiration of the Tender validity period by e-mail confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") will state the sum that Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer as per Pro-forma enclosed at Section-04: Format of Annexures. Within 20 days of receipt of Letter of Intent, the successful Tenderer shall sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, BESCOM will promptly notify the other Tenderers that their Tenders have been unsuccessful.

**29 Security deposit/Contract Performance Guarantee:**

29.1 Within 20 days of receipt of the Letter of Intent, the successful Tenderer shall deliver to BESCOM a Security Deposit / Contract Performance Guarantee in the form of Bank **Guarantee** from the Nationalized / Scheduled commercial Banks in the form attached as Annexure in the Section-04: Format of Annexures **or Electronic Bank Guarantee (e-BG)** from the Nationalized / Scheduled commercial Banks which are integrated with NeSL **or Insurance Surety Bonds** issued by Insurance Company Authorized by Insurance Regulatory and Development Authority of India. The Bank guarantee/ Electronic Bank Guarantee (e-BG)/ Insurance Surety Bonds should be in favour of Chief Engineer (Ele.), BRAZ, BESCOM for an amount equivalent to **5% of Contract Price (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.7 of ITT and Clause 43 of the Conditions of Contract and it shall guarantee the faithful Performance of the Contract in accordance with the Terms and Conditions specified in the Bid Documents and Specifications.

29.2 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit, besides blacklisting the firm for a period at the discretion of BESCOM.

29.3 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:

a) The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;

b) The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the tender documents

29.4 The Contract Performance Guarantee is intended to Secure the Performance of the entire Contract. However, it shall not to be construed as limiting the “Damages” under Clause entitled "Equipment Performance Guarantee" in Technical Specifications and “Damages” stipulated in other Clauses in the Bid Documents.

29.5 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

29.6 **The security to be furnished as per clause 29.1 should be valid until a date 90 Days from the date of expiry of defect liability period.**

29.7 The Performance Guarantee will be discharged without any interest at the end of Defect liability Period.

**30 Advance Payment and Security:**

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data**.**

**31 Corrupt or Fraudulent practices:**

31.1 The GOK /BESCOM require that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK /BESCOM:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK/BESCOM contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BESCOM contract.

**Note: Also refer Clause no. 33 of Erection conditions of Contract.**

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

31.3 **Debarment of Tenderers:-**

1) The Owner/procurement Entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of Procurement Activity with a fraudulent intention: Provided that, no tenderer shall be debarred without giving opportunity of being heard.

2) The State Government /BESCOM may debar tenderers for a period not exceeding three years, from participating in any procurement activity within the State, following such procedure as may be prescribed, on grounds of, but not restricted to, criminal offence, corruption, integrity, honesty and work ethics: Provided that no tenderer shall be debarred without giving opportunity of being heard.

3) The State Government /BESCOM shall publish the list of so debarred tenderers under sub-section (2) above from participating in any procurement activity on the Karnataka Public Procurement portal /BESCOM website.
4) The tenderer so debarred under sub section (2) above shall not be entitled to apply to participate in tenders called by any procurement entity under this Act during the period so debarred.

**Chief Engineer Ele.,**

**BRAZ, BESCOM.**